

SUMMARY PLAN DESCRIPTION
VACATION, HOLIDAY AND
UNEMPLOYMENT PLAN
OF THE ELECTRICAL INDUSTRY



MAY 13, 2010

TABLE OF CONTENTS

General Information.....	1
Sources of Contributions.....	3
Eligibility and Participation in the Plan	3
Benefits under the Plan	4
Designation of Beneficiaries.....	8 & 12
Group Life Benefit.....	10
Claims Procedure	17
Plan Amendment.....	18
Plan Termination.....	18
Alienation of Benefits	18
Statement of ERISA Rights	19

The following information constitutes the Summary Plan Description of the Vacation, Holiday and Unemployment Plan of the Electrical Industry (Plan). This Summary Plan Description is presented to Participants in the Plan to set forth in clear and concise language the benefits available under the Plan, the eligibility requirements for those benefits, and the procedures for applying for those benefits. In addition, this booklet sets forth the rights of Participants under the Plan and under the Employee Retirement Income Security Act of 1974, as amended (ERISA). This information applies to the Plan effective as of May 13, 2010, unless specifically stated otherwise.

GENERAL INFORMATION

Name of Plan: Vacation, Holiday and Unemployment Plan
of the Electrical Industry

Plan Sponsor
Identification No: 13-1853892

Plan Number: 503

Plan Year: January 1 – December 31

Plan Administrator and Agent for
Legal Process: Joint Industry Board of the Electrical Industry
158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365
(718) 591-2000

Service may also be made on any Trustee at
158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365
(718) 591-2000

Type of Plan: This is an employee welfare benefit plan designed to pay supplementary unemployment, vacation, supplementary vacation and holiday benefits. Participants with individual account balances receive benefits, based upon the rules of the Plan and until such time as the Participant's account balance is exhausted. Pooled fund Participants' vacation benefits are paid from the Plan's general assets based on their Collective Bargaining Agreement.

Type of Administration: The Plan is maintained by a Joint Board of Trustees whose names and office addresses are listed below:

SALVATORE CAPUTO
Forest Electric Corp.
Two Penn Plaza
New York, NY 10121

ANDREW DRAZIC
ATJ Electrical Co., Inc.
33-61 55 Street
Woodside, NY 11377

STEPHEN GIANOTTI
Arcadia Electrical Contractors
1005 Wyckoff Avenue
Ridgewood, NY 11385

IRA GRUNTHNER
Five Star Electric
101-32 101 Street
Ozone Park, NY 11416

BERNADETTE JERONIMO
JCF Electric Inc.
60-49 Fresh Pond Road
Maspeth, NY 11378

CIRO LUPO
Commercial Contractors Inc.
1028 47th Avenue
Long Island City, NY 11101

JOHN PINTO
Pinto & Teger Electric Corp.
14-14 123 Street
College Point, NY 11356

THOMAS RICOTTA
T. R. Ricotta Electric, Inc.
224-38 Braddock Avenue
Queens Village, NY 11428

BENJAMIN ARANA
Business Representative
Local Union No. 3, IBEW
158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365

CHRISTOPHER ERIKSON
Business Manager
Local Union No. 3, IBEW
158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365

JOHN E. MARCHELL
President
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158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365

RAYMOND MELVILLE
Assistant Business Manager
Local Union No. 3, IBEW
158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365

JOSEPH SANTIGATE
Business Representative
Local Union No. 3, IBEW
158-11 Harry Van Arsdale Jr. Avenue
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LOUIS SCIARA
Business Representative
Local Union No. 3, IBEW
158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365

LANCE VAN ARSDALE
Assistant Business Manager
Local Union No. 3, IBEW
158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365

MICHAEL WHALEN, JR.
Business Representative
Local Union No. 3, IBEW
158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365

SOURCES OF CONTRIBUTIONS

The Plan was established and is maintained pursuant to Collective Bargaining Agreements between Local Union No. 3, International Brotherhood of Electrical Workers, AFL-CIO, 158-11 Harry Van Arsdale Jr. Avenue, Flushing, NY 11365, (“Union”) and New York Electrical Contractors Association, Inc., 1430 Broadway, 8th Floor, New York, NY 10018, Association of Electrical Contractors, Inc., 11-51 47 Avenue, P.O. Box 1707, Long Island City, NY 11101, and other employers who are not members of the two associations, but who are obligated to participate in the Plan (collectively referred to as Employer). Upon a written request from any Participant or beneficiary, the Plan Administrator will state in writing whether a particular employer is obligated to contribute to the Plan and provide the employer’s principal business address and the rate of contributions applicable to the particular employer. The Plan Administrator will also provide, upon a written request from a Participant or beneficiary, a copy of the Collective Bargaining Agreement between the Union and the Participant’s employer. Copies of Collective Bargaining Agreements are available for inspection at the office of the Plan Administrator during normal business hours.

SECTION I

This section applies to both the individual account and pooled account Participants of the Plan.

ELIGIBILITY AND PARTICIPATION IN THE PLAN

If you work for a participating Employer in any form of employment covered by a Collective Bargaining Agreement or Participation Agreement (“Covered Employment”) requiring the Employer to contribute to the Plan, the Employers’ obligation to contribute to the Plan will generally begin as of the date specified in your Collective Bargaining Agreement or your first day of work in Covered Employment. You will be able to begin participation as soon as an Employer has made contributions to the Plan on your behalf.

There are two types of Plan Participants, those whose employers contribute to individual account balances within the Plan and those whose employers contribute to the pooled Plan arrangement.

SECTION II

BENEFITS

Based upon the division within Local Union No. 3 that you are employed in and the applicable Collective Bargaining Agreement, benefits are contributed to and benefits are paid as follows:

1) **POOLED FUND BENEFITS**

Some employers pay contributions on behalf of Participants that are deposited into the Pooled Fund. These Participants receive vacation benefits from the general assets of the Fund in accordance with the provisions of the applicable Collective Bargaining Agreement and the determinations of the Trustees, based upon their work history. Benefit payments are subject to all applicable taxes.

2) **PARTICIPANTS' INDIVIDUAL ACCOUNTS**

Employers contribute an amount as determined by the applicable Collective Bargaining Agreement to the employee's individual account. The Plan Administrator will, upon request, provide an employee with the contribution rate applicable to his job category.

A Participant's account shall be adjusted as withdrawals and contributions are made. The account of each Participant shall be adjusted based on the account balance as of June 30 and December 31 of every plan year to reflect the amount of income or loss, appreciation or depreciation in the value of the assets and expenses incurred in administering the Plan. All Participants have a fully vested, non-forfeitable interest in their account as of their first day of participation in the Plan.

Contributions are subject to payroll taxes and income taxes when received by the Plan.

Benefit payments are not subject to taxation.

All benefits are paid pursuant to the established schedules.

- Vacation Benefits

Participants who are not subject to a Furlough Program will be eligible for vacation benefits payable from this Plan prior to payment from any other benefit plan as indicated below to the extent funds are available from the Participant's account balance. When a Participant is subject to a Furlough Program, no vacation benefits are payable from this Plan, as vacations are cancelled.

Vacation benefits are based on the number of weeks as indicated in the applicable Collective Bargaining Agreement. The total payment for a week's vacation may be comprised of a weekly wage replacement and/or a supplementary vacation payment, which are not subject to taxes when paid. The weekly wage replacement can be up to a maximum of \$1,313.00 and the supplementary vacation payment can be up to a maximum of \$876.00. Both benefits are based upon your classification within the applicable Collective Bargaining Agreement.

In the event that a Participant does not have sufficient funds in his/her account in this Plan, this benefit may be paid from the Participant's Additional Security Benefits Plan or Deferred Salary Plan account, in that order, based upon the applicable Plan's rules.

In order to be eligible for the supplementary vacation benefit from this Plan, you must maintain a \$2,000 account balance. If such a balance is not remaining, you may be eligible to apply to other benefit plans to receive payment.

- Holiday Benefits

Participants will automatically receive holiday payments from this Plan at a rate equal to their daily wages, based on the applicable Collective Bargaining Agreement and to the extent funds are available from their account, unless a written election is made to not receive this payment. Holiday payments can be up to a maximum of \$223.00.

In the event there are insufficient funds in the Participant's account balance in this Plan, this benefit may be paid from the Participant's Additional Security Benefits Plan or Deferred Salary Plan account, in that order, based upon the applicable Plan's rules.

- Supplementary Unemployment Benefits

- In the event that any Participant becomes unemployed, the Trustees shall authorize the payment of supplementary unemployment benefits from this Plan, to the extent funds are available from the unemployed employee's account balance. Supplementary weekly unemployment benefits can be up to a maximum of \$506.00 and are based upon the classification within the Participant's Collective Bargaining Agreement.

For purposes of eligibility for this benefit, "unemployed" may be defined in the same manner as it is defined in the New York State Unemployment Insurance Law. The Plan may require evidence to substantiate that unemployment benefits have been received from New York State prior to distributing benefit payments.

In the event there are insufficient funds in the Participant's account balance in this Plan, this benefit may be paid out of the Participant's Additional Security Benefits Plan or Deferred Salary Plan account, in that order, based upon the applicable Plan's rules.

Supplementary Unemployment Benefits can be paid from this Plan to those Participants subject to a Furlough Program. When the Furlough Program is not in effect, and for all other Participants not subject to a Furlough Program, supplementary unemployment benefits will be paid from this Plan after the Participant's Additional Security Benefits Plan account balance has been exhausted.

- Participants of the Plan who have exhausted their state unemployment benefit or do not qualify for such benefit (because they have not been employed long enough) or who do not qualify for the maximum state unemployment benefit, and who are listed as available for employment will now be eligible to withdraw a Supplementary Unemployment Benefit up to the maximum state unemployment allowance. If this situation applies to you, the new maximum benefit payable from the Plan will be increased because you will now be allowed to collect the sum of the unemployment benefit based on the state in which you are eligible, plus the applicable Plan's current weekly supplementary unemployment benefit. (*See example 1*).

Participants who qualify for this Supplementary Unemployment Benefit will be required to submit proof of the initial denial of their state unemployment benefits, as well as periodic documents attesting to their continuing unemployed status and ineligibility for benefits.

If a Participant is unemployed in the Electrical Industry and registered as available for employment in the Electrical Industry and obtains a job working outside of the Electrical Industry in a business that does not in any way compete with, or does not perform similar work as covered by collective bargaining agreements, the Participant may now be entitled to a Supplementary Unemployment Benefit. In such a case, the participant will be eligible to receive the difference between their current weekly salary and the sum of the Plan's weekly Supplementary Unemployment Benefit and the eligible state employment benefit. (*See example 2*).

EXAMPLE 1

Plan's weekly Supplementary Unemployment Benefit
+ Eligible state unemployment benefit
- State unemployment benefit received, if applicable
= Maximum benefit payable from Plan

EXAMPLE 2

Plan's weekly Supplementary Unemployment Benefit
+ Eligible state Unemployment benefit
= Maximum benefit payable from Plan
- Weekly salary earned outside of Electrical Industry
= Benefit payable to Participant

To qualify for this benefit, participants must provide proof of earnings by submitting a paystub with their claim form.

- **The following benefits apply only to the Street Lighting Division participants (excluding Electro-Pole Technicians, Electro-pole Electricians and Above Grades performing work in Street Lighting and Traffic only) covered under the Local Union No. 3 Collective Bargaining Agreement in the New York City Jurisdiction.**

Wage Replacement Day for Election Day

Participants shall be allowed to apply for funds equal to a daily wage if they take off from work to observe Election Day.

A pay stub demonstrating lost wages must be submitted with the application for this benefit.

Medical Exam Day Benefit

Participants may apply for the payment of one (1) day's pay if they take a Medical Exam Day in each calendar year.

Documentation from the physician must be submitted with the application for this benefit.

Inclement Weather Day Benefit

Participants may withdraw funds equal to a daily wage for this benefit if they do not work due to inclement weather.

A letter from the Employer stating that the Participant did not work on a specific day due to inclement weather must be submitted with the application for this benefit.

- **Lump Sum Payments**

When a Participant retires, dies or withdraws from the Electrical Industry, any remaining balance will be paid in a lump sum amount.

DESIGNATION OF BENEFICIARIES

You may designate one or more beneficiaries who will be entitled to the payment of benefits from your account upon your death. Your spouse must be your beneficiary if you are married, unless you provide the Plan Administrator with one of the following:

1. Written, notarized statement on the Plan's form from you and your spouse agreeing that your spouse will not be your beneficiary and naming another person or persons as beneficiary; or

2. Written, notarized statement on the Plan's form that you are either not married or you are married but cannot locate your spouse to get consent to the designation, or you are legally separated or abandoned and have a court order to such effect. This statement must be accompanied by any additional evidence or affidavits requested by the Plan Administrator.

If you are married, your spouse must consent to the specific beneficiary you name. You may change your beneficiary at any time during your lifetime. However, if you are married, you must obtain your spouse's consent to all changes to your beneficiary designation.

For purposes of this Plan, a spouse is the person to whom you are legally married under applicable law; provided, however, that pursuant to Federal law, the Plan does not recognize same-sex marriages. The Plan will comply with a Qualified Domestic Relations Order ("QDRO") regardless of the beneficiary designation, regardless of marital status.

Designation of Beneficiary forms can be obtained from the Plan Administrator. A designation of beneficiary form shall only become effective upon its receipt by the Plan Administrator. The last effective designation form actually received by the Plan Administrator shall replace all prior designations. An effective designation of a beneficiary shall remain in effect only if the designated beneficiary survives the Participant.

If a married Participant obtains a divorce, the divorce does not automatically revoke a previous designation of a Participant's spouse as beneficiary. Participants who wish to change their beneficiary following a divorce, or for other reasons, must submit to the Plan Administrator a new Designation of Beneficiary form. The Plan will not pay benefits based upon a Designation of Beneficiary form submitted to any other employee benefit plan.

If you get married after you have designated a beneficiary, and you wish to continue the designation of the previous beneficiary, you must fill out a new designation with your spouse's consent as provided above. If your spouse does not consent to that designation, upon your death, 50% of your account balance will be paid to your surviving spouse, and the balance of the account balance will be paid to the designated beneficiary.

If a Participant fails to designate a beneficiary, or a beneficiary dies before the Participant, the benefits shall be paid to a survivor of the highest priority as listed below:

1. surviving spouse
2. children of the deceased Participant
3. grandchildren of the deceased Participant
4. parents of the deceased Participant
5. brothers and sisters of the deceased Participant
6. estate of the deceased Participant

If there is more than one eligible priority survivor in the same class, benefit payments will be equally divided among such persons.

GROUP LIFE BENEFIT

Active "A" rated Journeypersons covered under the New York City and other applicable Collective Bargaining Agreements are eligible for Life and Accidental Death/Personal Loss benefits, which are insured through the Aetna Life Insurance Company, Group Policy Number 619395-10-001, located at P.O. Box 14549, Lexington, Kentucky 40512-4549 as described below:

Eligibility

Initial eligibility for the Term Life benefit under this Plan is established in the following manner:

- a) You must be working under the terms and jurisdiction of the IBEW Local Union No. 3 Collective Bargaining Agreement. In addition, your classification must be one that is defined in your Collective Bargaining Agreement as one that is eligible for the Term Life benefit under this Plan; and
- b) You must be actively at work or, if unemployed, you must be registered as available for employment with the Employment Department of the Joint Industry Board; and
- c) You must be eligible for health benefits.*

Once eligibility is established, you will remain eligible for this benefit as long as:

- a) You remain actively employed in covered employment and are eligible for health benefits, * or
- b) You remain available for employment, if unemployed, and are eligible for health benefits, * or
- c) You are on a workers' compensation or disability leave, but remain eligible for health benefits.*

* Health benefits are defined as eligible participation in the health benefit plan or plans as described in the applicable Collective Bargaining Agreement.

Eligibility is terminated for any and all of the following reasons:

- a) You retire;
- b) You terminate employment or you are no longer or not available for employment; or
- c) Your workers' compensation or disability leave extends past the time limit when you lose health coverage from the Pension, Hospitalization and Benefit Plan of the Electrical Industry on a non-contributory basis.

If your benefits are terminated for any reason, they will be immediately reinstated upon return to active covered employment and the reinstatement of health benefits within the applicable classification.

- Life Insurance Amount

The Plan will pay a Life Insurance benefit of \$50,000 to a Participant's named beneficiary in the event such Participant dies from any cause while insured.

- Age Reduction Rule

The Life Insurance amount in force on the day before the first day of the month in which you reach age 65 will be reduced to \$32,500. Thereafter, the amount is reduced to \$20,000 at age 70 and to \$12,500 at age 75. This age reduction also applies to the Accidental Death and Personal Loss benefit described on pages 13-14.

- Beneficiary for Life Insurance Benefit Only

A Participant may name or change a beneficiary by filing with the Plan the appropriate Designation of Beneficiary form. A change of beneficiary will take effect as of the date the Designation of Beneficiary form is received at the Plan office.

Any amount payable to a beneficiary will be paid to those who are named. Unless stated to the contrary, if more than one beneficiary is named, they will share on equal terms. If a named beneficiary dies before the Participant, his or her share will be payable in equal shares to any other named surviving beneficiaries.

If no named beneficiary survives the Participant or if no beneficiary has been named, payment will be made in accordance with the following priority survivor table:

- A Participant's spouse, if any
- If there is no spouse, in equal shares to the Participant's children
- If there is no spouse or child, to a Participant's parents, equally or to the survivor
- If there is no spouse, child, or parent, in equal shares to a Participant's brothers and sisters
- If none of the above survives, to a Participant's executors or administrators

- Accelerated Death Benefit

If, while covered under this Plan for Life Insurance, a Participant becomes terminally ill, a request can be made to the Plan and Aetna for an Accelerated Death Benefit ("ADB"), which effectively would make payments over 24 months up to 75% of the Life Insurance amount in force with a 25% minimum. For example, a Participant eligible for \$50,000 can request up to \$37,500 (75%) with a minimum of \$12,500 (25%).

A Participant is considered terminally ill if the person:

- suffers from an incurable, progressive, and medically recognized disease or condition; and

- to a reasonable medical probability will not survive more than 24 months beyond the date of the request for an ADB

This benefit is part of the Life Insurance Benefit. Payment of the ADB and the balance of the Life Insurance Benefit cannot exceed the total amount of the Life Insurance benefit. An ADB request can be made at any time by completing an Aetna Request for Accelerated Death Benefit Form available through the Plan.

- Conversion Privilege

When a Participant's Life Insurance terminates, the person may apply to Aetna for an individual converted personal life insurance policy up to the amount which was in effect at the time it ceases. The converted policy may be any kind of personal policy than customarily being issued by Aetna for the amount being converted and for the Participant's age on the date it will be issued. No evidence of insurability will be required.

In order to convert, written request must be made for a personal policy within 31 days after the date your Life Insurance ceases. The first premium must be paid within such 31 days. If a Participant dies during the first 31 days after the date the Group Life Insurance ceases, Aetna will pay to the named beneficiary the amount of insurance the Participant could have converted. In this case, no payment will be made under the converted policy. For questions concerning conversion or conversion policy rates, please contact Aetna at 1-800-523-5065.

- Accidental Death and Personal Loss Coverage

The Plan pays up to a maximum benefit of \$50,000 (principal sum) if, while insured, a Participant suffers a bodily injury caused by an accident; and if, within 365 days after the accident and as a direct result of the injury the following losses occur:

<u>Loss</u>	<u>Payment</u>
Participant's Life	\$50,000
Loss of both hands, feet or eyes	\$50,000
Loss of both hearing and speech	\$50,000
Quadriplegia	\$50,000

Third degree burns covering 75% or more of body	\$50,000
Loss of a hand, foot or an eye	\$25,000
Loss of either hearing or speech	\$25,000
Paraplegia or hemiplegia	\$25,000
Third degree burns covering 50-74% of the body	\$25,000
Loss of the thumb and index finger of the same hand	\$12,500

Coma: Aetna will pay a monthly benefit (5% of principal sum) on a Participant’s behalf provided the person is continually comatose for at least 30 consecutive days. Proof that a Participant is comatose must be submitted to Aetna no later than 60 days after the date the person becomes comatose.

The Accidental Death and Personal Loss Benefit is in addition to the Life Insurance benefit.

NO MORE THAN THE FULL PRINCIPAL SUM IS PAYABLE FOR ALL LOSSES RESULTING FROM THE SAME ACCIDENT

Additional Accidental Death Benefit Maximums

The following benefits will be payable if, while insured, a Participant suffers a bodily injury caused by an accident and if, within 365 days after the accident, the person suffers a loss of life solely and as a direct result of the accident:

<u>Coverage</u>	<u>Payment</u>
Passenger Restraint Benefit (PRB)	\$10,000
Airbag Benefit Maximum	Half of the PRB
Education Benefit Maximum for each dependent child	5% of the principal sum not to exceed \$5,000 per year per child for up to 4 years
For Your Spouse	5% of the principal sum not to exceed \$5,000 per year for up to 4 years

Child Care Benefit Maximum	for each child 3% of the principal sum not to exceed \$2,000 per year per child for up to 4 years
Repatriation of Remains Benefit Maximum	\$5,000

These benefits are in addition to the Accidental Death and Personal Loss benefits described on pages 13-14.

Limitations

No benefits are payable under this Accidental Death and Personal Loss coverage or the Accelerated Death Benefit for a loss caused or contributed to by:

- A bodily or mental infirmity
- A disease or bacterial infection unless an infection results directly from the injury
- Medical or surgical treatment unless surgery is needed because of the injury
- Suicide or attempted suicide
- An intentionally self-inflicted injury
- A war or any act of war (declared or not declared)
- Commission of or attempt to commit a felony
- Air or space travel. This does not apply if a person is a passenger, with no duties at all, on an aircraft being used only to carry passengers (with or without cargo)
- Use of alcohol, intoxicants, or drugs, except as prescribed by a physician. An accident in which the blood alcohol level of the operator of a motor vehicle meets or exceeds the level at which intoxication would be presumed under the law of the state where the accident occurred shall be deemed to be caused by the use of alcohol.

Reporting of Claims/Payment of Benefits/Appeals

A claim must be submitted to Aetna through the Plan on the applicable claim forms and must give proof of the nature and extent of the loss. All claims should be reported promptly. The deadline for filing a claim for any benefits is 90 days after the date of the loss causing the claim. The deadline does not apply to Life Insurance.

If, through no fault of the Participant, the deadline for filing a claim is not met, the claim can still be accepted if filed as soon as reasonably possible. Otherwise, late claims will not be covered.

Benefits will be paid as soon as the necessary proof to support the claim is received. Any death benefit for a Participant's loss of life will be paid in accordance with the beneficiary designation and Aetna's administrative practices.

A person may request a review of a denied claim and will have 60 days following receipt of an adverse benefit decision to appeal the decision. The request to Aetna must be submitted, in writing, and include the reasons for requesting the review. Mail the request directly to the Plan, located at 158-11 Harry Van Arsdale Jr. Avenue, Flushing, New York 11365. Notification of the decision will be provided not later than 60 days after the appeal is received. If an extension of time for processing the appeal is needed, the time period may be extended up to an additional 60 days and such notification will be provided and indicate the special circumstances requiring an extension and the date by which a decision is expected.

Additional Information

This language represents the Summary Plan Description of the Group Life Insurance and Accidental Death and Personal Loss coverage underwritten by the Aetna Life Insurance Company.

For a more detailed description of the coverage, a Participant may request from the Plan office the Aetna Booklet Certificate by calling (718) 591-2000, ext. 2491, or access this document via the website at www.jibei.org.

SECTION III

CLAIMS PROCEDURE

This section applies to all Participants of the Plan.

The Plan Administrator shall make each claim determination in a uniform and non-discriminatory manner. Within 90 days after the Plan Administrator receives the claim, the Plan Administrator will grant the claim, deny the claim, or notify the Participant, former Participant, or beneficiary (Claimant) that special circumstances require an extension of time to process the claim. The extension of time cannot exceed 180 days from the date of the original request.

Within 30 days after denying any benefit under the Plan, the Plan Administrator shall send the Claimant written notice (notice of denial) by mail to the Claimant's last address of record with the Plan. The notice shall state that the claim for benefits was denied, and the specific reasons for denial, making reference to the Plan provisions upon which the denial was based. It shall also describe the materials or information, which, if provided, would allow the Claimant to perfect the claim and shall also state why this information is needed. The notice of denial shall advise the Claimant that the Claimant may file a written appeal of the denial within 60 days after receiving the notice of denial. In pursuing an appeal, the Claimant or the Claimant's representative may review pertinent documents and submit issues and comments in writing. Within 60 days after filing the appeal, the Plan Administrator shall notify the Claimant in writing of its decision on the appeal, or that special circumstances require an extension of time to process the appeal. The extension cannot exceed 120 days from the date the Claimant files the appeal.

The Plan Administrator and the Trustees shall have full discretionary authority to determine eligibility for benefits and to interpret and construe the Plan's terms and provisions. The findings of the Trustees or the Plan Administrator shall be conclusive and binding on all parties and shall be upheld in court unless found to be arbitrary or capricious.

SECTION IV

THE FOLLOWING INFORMATION APPLIES TO ALL PLAN PARTICIPANTS

PLAN AMENDMENT

The Plan may be amended from time to time and at any time by the Trustees.

PLAN TERMINATION

The Plan can be terminated upon the occurrence of one of two events:

1) The absence of a Collective Bargaining Agreement between the Union and any Employers or Employer Associations requiring contributions to be made to the Plan.

2) The unanimous consent of all Trustees, the Union and all parties subject to the Collective Bargaining Agreement.

For those Participants that are in the account balance plan, if the Plan terminates, every Participant or beneficiary of a deceased Participant will have a non-forfeitable right to receive the balance of money in the Participant's account.

The Plan is an employee welfare benefit plan, and, as such, is not required to insure benefits under ERISA.

SECTION V

ALIENATION OF BENEFITS

As a general rule, a Participant or beneficiary may not assign, sell, dispose or transfer any amounts in his contribution account before receiving them. If done, such actions will have no effect.

The primary exception is provided for under the Retirement Equity Act of 1984. The Plan may be required to pay all or a part of a Participant's contribution account to his/her spouse, ex-spouse, children or other dependents if ordered to do so by a court of law as part of a divorce,

separation, support or other domestic relations proceeding. The Trustees of the Plan have promulgated rules to determine whether an order served upon the Plan is a Qualified Domestic Relations Order with which it must comply. You may request a copy of this procedure from the Plan Administrator.

SECTION VI

STATEMENT OF ERISA RIGHTS

As a Participant in the Vacation, Holiday and Unemployment Plan of the Electrical Industry you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of

the plan, have a duty to do so prudently and in the interest of you and other plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied, or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

PLEASE NOTE THAT COPIES OF THE TRUST AGREEMENT ARE AVAILABLE FOR YOUR INSPECTION DURING REGULAR BUSINESS HOURS IN THE OFFICE OF THE PLAN ADMINISTRATOR.

NOTES

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